

U.S. District Court
Northern District of Ohio
Office of the Clerk

RFQ Number: OHN-08.04 DCA
Request Date: September 8, 2008

TO:

WHOM IT MAY CONCERN

Special Notes:

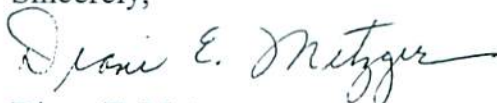
This is a request for open market pricing for maintenance coverage on three Siemens telephone and voice mail systems as shown on the attached for Cleveland, Toledo and Youngstown, Ohio.

Award will be made to the offeror whose received proposal is the lowest-price technically acceptable for the government. Site visits may be arranged by contacting the COTR listed below. If you wish to receive a more detailed description of the three phone systems, please contact the Contracting Officer named below.

Your price quotations and any questions regarding this RFQ should be sent via e.mail or fax to the contact person listed below.

Reply via e.mail to:	Diane E. Metzger, Contracting Officer Diane_E_Metzger@ohnd.uscourts.gov
Reply via fax to:	216-357-7077, Attn: Diane Metzger
Telephone:	216-357-7074
Response deadline:	4 p.m., Friday, September 19, 2008
Site visit contact:	Lynn Zart, Contracting Officer's Technical Representative (COTR) 216/357-7055 Lynn_Zart@ohnd.uscourts.gov

Sincerely,



Diane E. Metzger
Contracting Officer

Introduction

The U.S. Court Northern District of Ohio is seeking Open Market proposals for maintenance agreements for Siemens voice communication systems, voice mail, and associated peripherals. The maintenance agreements are to include hardware and software support for the defined court locations. The court locations are located in the downtown areas of Cleveland, Toledo and Youngstown, Ohio. The court entities that utilize the various phone systems include U.S. Sixth Circuit Court, U.S. District Court, and U.S. Pretrial Services and Probation Office. The phone systems and voice mail systems are located in secure rooms that have temperature and humidity control and are connected to appropriate UPS units. Offerors are encouraged to contact the technical representative for the Court to view the equipment and/or equipment room environments.

Court Locations

The maintenance agreement will include three (3) court locations, listed here for reference purposes. Each location has a stand-alone voice communication system, and voice mail system.

Carl B. Stokes United States Court House
801 West Superior Avenue
Cleveland, Ohio 44113

This Siemens system supports the U.S. District Court, U.S. Pretrial Services and Probation Office and the Sixth Circuit Court of Appeals

BTC Properties
1946 North 13th Street
Toledo, Ohio 43624

This Siemens system supports the U.S. Pretrial Services and Probation Office

Thomas D. Lambros Federal Building and U.S. Court House
125 Market Street
Youngstown, Ohio 44503

This Siemens system supports the U.S. District Court and U.S. Pretrial/Probation

Telephone and Voicemail System Configurations

Please see the attached documentation for the configuration lists of the systems. Questions regarding this solicitation may be submitted via email to diane_e_metzger@ohnd.uscourts.gov. Solicitation questions and answers will be

provided to all offerors. Telephoned questions will not be accepted.

Maintenance Requirements

The coverage period for the maintenance agreements is October 1, 2008 through Sept 30, 2009, with an option to renew for additional three (3) one-year terms. The Court is requesting that the offeror provide a full maintenance contract on the systems. Details of the contract requirements are provided as follows:

Full maintenance contract proposal

The service hours for required maintenance coverage are 8:00am. to 5:00pm., Monday through Friday. The vendor shall provide a four (4) hour on-site response time in the case of emergencies and 24 hour on-site response time for routine service calls. Emergencies are considered system problems in which 25% of the stations or trunks are out of service. Additionally, vendors should provide associated costs for any service the Court chooses to have completed outside of these maintenance hours. The vendor will provide all repair services, configuration services, and at least 48 hours Help Desk support per contract year. The cost for parts should be included into the monthly contract fee.

Excluded items: The Court does not require maintenance on handsets.

Additionally, the offeror should provide associated costs for any services the Court chooses to have completed outside of these maintenance hours. Offeror will provide the hourly rate for services associated with work required and/or desired as part of the maintenance agreement.

Offeror should indicate if the maintenance coverage includes any remote monitoring and diagnostics services and, if it does, the hours and days of the week these services are provided. The offeror shall explain how system alarms are monitored and responded to remotely. The offeror shall explain what security features are provided to protect remote diagnostic access ports from unauthorized users. The offeror shall describe access and existing password and password change requirements.

Offeror should indicate if the maintenance coverage includes access to a technical support line for software configuration issues. Indicate if the maintenance includes minor and major software release upgrades. Indicate any additional costs to include these items.

Proposals should include labor, travel expenses, meals, lodging and any other costs associated with the repair.

Offeror should submit payment terms in the proposal.

Technical Proposal Content

The technical proposal shall at least address the following areas:

A. Past Experience

The offeror shall provide descriptions of three (3) previous commercial or government contracts/projects performed within three (3) years of proposal submission. The offeror shall demonstrate that these contracts/projects were for comparable services of a similar size or scope. The following information must be submitted for each:

- Name and Description of Contract/Project.
- Contract Number/Project Number
- Brief Description of the Service/Project
- Award Date of Contract/Project
- Offeror's Role (Prime Contractor, Subcontractor)
- Percentage of Work Completed in Offeror's Role
- Name and Address of Customer Company or Government Agency.
- Names, Addresses, and Telephone Numbers of a Technical Point of Contact and Contracting Officer
- Award Price/Cost
- Final, or Projected Final, Price/Cost
- Number of Offeror's Personnel Assigned to the Contract/Project
- Time Frame to Complete the Contract/Project
- Narrative Description of the Size/Scope of the Contract/Project and How It Directly Relates to the Requirements of this Solicitation

Offeror should submit three customer references the Court can contact regarding vendor's maintenance performance.

B. Key Personnel

Offeror should provide a list of Key Personnel: technicians that would be assigned to the Court's account to care for each location's systems, including the address of the technician's office location. The Offeror shall provide résumés of all technicians, which should be no more than two pages and include the following information:

- Full name.
- Relevant education and current manufacturer certification.

- Chronological work experience that substantiates (by involvement and duration) the skill positions and services that they are being proposed for.
- A brief narrative relating work experience to the effort required herein.
- A dated and signed statement by the individual certifying that the information of the resume is true and accurate.

Upon Court's expressed intent to award a contract, the offeror must submit all technicians' full name and social security number to the Court so that a background check can be completed.

Proposal Submission

The due date for the proposal is 4:00 p.m., September 19, 2008.

Proposals should be sent in PDF format via email to: diane_e_metzger@ohnd.uscourts.gov
If you do not plan to provide a proposal in response to this RFP, please send Diane an email indicating such.

The proposal should be submitted in such a manner that pricing is broken down by location, and by system.

Late Submissions, Modifications, and Withdrawals of Offers (JP3 Provision 3-90)

Offerors are responsible for submitting offers, and any modifications or withdrawals, so as to reach the Court as designated in the solicitation by the time specified. Any offer, modification, or withdrawal received at the Court after the time specified for receipt of offers is classified as late and will not be considered unless it is received before award is made, the contracting officer determines that accepting the late offer would not unduly delay the procurement; and the contracting officer determines it is in the best interest of the Court to accept the proposal.

Offers may be withdrawn by written notice received at any time before the time set for receipt of offers. An offer may be withdrawn in person by an offeror or its authorized representative, if, before the time set for receipt of offers, the identity of the person requesting withdrawal is established and the person signs a receipt for the offer

Award

Award will be made to the offeror whose proposal is the lowest price technically acceptable offer for the government.

Description of Telephone and Voice Mail Systems

Siemens system located in the Stokes Courthouse
801 West Superior Avenue
Cleveland, Ohio 44113
2nd Floor DCN Room

Telephone Switch: Hicom 300 H
 Xpressions Server
 Xpressions Application
 The system supports Four digital T1 facilities,
 446 DID's, one teleconference bridge and

Siemens system located in the Lambros Federal Building
125 Market Street
Room 337
Youngstown, Ohio 44503

Telephone Switch: Hipath 3800 x/Xpressions
 The system supports one T1 facility and 100 DID's

Siemens system located in the U.S. Pretrial and Probation Office (leased space)
BTC Properties
1946 North 13th Street
Toledo, Ohio 43624

Telephone Switch: Hipath 3800
 Xpressions Compact
 CSU and Bypass Unit (1)

**APPENDIX - PROVISIONS AND CONDITIONS
SOLICITATION OF STANDARD COMPETITIVE CONTRACTING**

The CO will include the following clauses and provisions in solicitations exceeding the judiciary's small purchase threshold (see JP3, 3.4.1.c.). The provisions or clauses are included in all solicitations unless the prescription indicates otherwise:

- (1) Provision 3-5, "Taxpayer Identification;"
- (2) Provision 3-10, "Data Universal Numbering System (DUNS) Number;"
- (3) Provision 3-15, "Place of Performance;"
- (4) Provision 3-20, "Certification Regarding Debarment, Suspension, Proposed Debarment, and Other Responsibility Matters;" The offeror will appropriately fill in the provision's blank spaces.
- (5) Clause 3-25, "Protecting the Judiciary's Interests when Subcontracting with Contractors Debarred, Suspended, or Proposed for Debarment;"
- (6) Provision 3-30, "Certificate of Independent Price Determination" is included in all solicitations for firm-fixed price contracts or fixed-price with economic price adjustment, which are expected to exceed the judiciary's small purchase threshold (see 3.4.1c and Guide Volume 1, Chapter 8, Part B). The offeror will appropriately fill in the provision's blank spaces.
- (7) Clause 3-35, "Covenant Against Contingent Fees;"
- (8) Clause 3-40, "Restrictions on Subcontractor Sales to the Government;"
- (9) Clause 3-45, "Anti-Kickback Procedures;"
- (10) Clause 3-50, "Cancellation, Rescission, and Recovery of Funds for Illegal or Improper Activity;"
- (11) Clause 3-55, "Price or Fee Adjustment for Illegal or Improper Activity;"
- (12) Provision 3-60, "Certification and Disclosure Regarding Payments to Influence Certain Federal Transactions;"
- (13) Clause 3-65, "Limitation on Payments to Influence Certain Federal Transactions;"
- (14) Provision 3-70, "Determination of Responsibility;"
- (15) Clause 3-75, "Limited Criminal Background Suitability Check;"

- (16) Provision 3-80, "Submission of Offers;"
- (17) Provision 3-85, "Explanation to Prospective Offerors;"
- (18) Provision 3-90, "Late Submissions, Modifications and Withdrawal of Offers;"
- (19) Provision 3-95, "Preparation of Offers;"
- (20) Provision 3-100, "Instructions to Offerors" is included in all solicitations; Alternate I is included, if the judiciary intends to make award after discussions with offerors within the competitive range; or Alternate II is included if the judiciary would be willing to accept alternate offers;
- (21) Clause 3-105, "Audit and Records - Negotiation;"
- (22) Provision 3-115, "Facsimile Offers" is included in all solicitations, if facsimile offers are authorized;
- (23) Clause 3-120, "Order of Precedence;"
- (24) Provision 3-125, "Acknowledgment of Solicitation Amendments;"
- (25) Provision 3-130, "Authorized Negotiators;" The offeror will appropriately fill in the provision's blank spaces.
- (26) Provision 3-135, "Single or Multiple Awards" is included in solicitations for indefinite-quantity contracts that may result in multiple contract awards;
- (27) Clause 3-140, "Notice to the Judiciary of Labor Disputes" is included in solicitations and contracts that involve programs or requirements for which it is necessary that contractors be required to notify the judiciary of actual or potential labor disputes that are delaying or threaten to delay the timely performance;
- (28) Clause 3-145, "Payment for Overtime Premiums" is included in solicitations and contracts when a cost-reimbursement contract is contemplated. The CO will appropriately fill in the clause's blank spaces.
- (29) Clause 3-150, "Contract Work Hours and Safety Standards Act - Overtime Compensation" is included when the procurement may involve the employment of laborers or mechanics;
- (30) Clause 3-155, "Walsh-Healy Public Contracts Act" - is included if the procurement is for the manufacturing or furnishing of products and expected to be in excess of \$10,000;

(31) Clause 3-160, "Service Contract Act of 1965, as Amended" is included in every solicitation and award for services covered by the Act expected to exceed \$2,500 or modified to exceed \$2,500. This includes indefinite-delivery contracts and ordering agreements when orders are expected to aggregate more than \$2,500;

(32) Clause 3-170, "Statement of Equivalent Rates for Federal Hires" is included in solicitations and contracts when an award for services is expected to exceed \$2,500, and includes Clause 3-160. The CO will appropriately fill in the clause's blank spaces;

(33) Clause 3-175, "Fair Labor Standards Act and Service Contract Act - Price Adjustment (Multiple Year And Option Contracts)" - is included in solicitations and contracts, and purchase orders, when expected to be a fixed-price service contract with Clause 3-160 included, it is expected to exceed the judiciary's small purchase threshold (see 3.4.1.c) and includes options to renew;

(34) Clause 3-180, "Fair Labor Standards Act and Service Contract Act - Price Adjustment" is included in solicitations and contracts when expected to be a fixed-price service contract with Clause 3-160 included, is expected to exceed the judiciary's small purchase threshold, and is not a multiple year contract or a contract with options to renew;

(35) Provision 3-185, "Evaluation of Compensation for Professional Employees" is included in solicitations for negotiated service contracts when the contract amount is expected to exceed \$500,000 and the service to be provided will require meaningful numbers of professional employees;

(36) Clause 3-190, "SCA Minimum Wages and Fringe Benefits Applicable to Successor Contract Pursuant to Predecessor Contractor Collective Bargaining Agreements (CBA)" is included in solicitations, RFQs, contracts, and purchase orders, when:

- (a) Clause 3-160, "Service Contract Act" applies (see 3.5.1.c(31) above);
- (b) the contract resulting from the solicitation succeeds a contract for substantially the same services to be performed in the same locality;
- (c) the incumbent contractor has negotiated or is negotiating a collective bargaining agreement with some or all of its service employees; and
- (d) all applicable Department of Labor wage determinations have been requested but not received.

The CO will appropriately fill in the clause's blank spaces.

(37) Provision 3-195, "Exemption from Application of Service Contract Act Provisions" is included in any solicitation or RFQ and resulting award calling for the maintenance, calibration, and/or repair of information technology, scientific and medical, and office and business equipment if the CO determines that the resultant award may be exempt from Service Contract Act coverage;

(38) Clause 3-200, "Service Contract Act - Place of Performance Unknown" is included in solicitations, RFQs, contracts, and purchase orders when the place of performance is unknown at the time the solicitation was issued. When the procurement is subject to the Service Contract Act and when a public notice is required (see 3.2.2.), the CO will include a statement in the notice to the effect that:

- (a) the place of performance is unknown at the time the solicitation was issued;
- (b) and the CO has requested wage determination for the possible places or areas of performance; and
- (c) the CO will request wage determinations for additional possible places of performance if asked to do so in writing.

The CO will appropriately fill in the clause's blank spaces;

(39) Clause 3-205, "Protest After Award" is included in all solicitations and contracts;

(40) Provision 3-210, "Protests" is included in all solicitations exceeding the judiciary's small purchase threshold (see 3.4.1.c.). The CO will appropriately fill in the provision's blank spaces.

The following clauses and provisions apply for this solicitation of services:

- (41) Clause 2-5B, "Inspection of Services;"
- (42) Clause 2-10, "Responsibility of Product;"
- (43) Clause 2-20C, "Warranty of Services;"
- (44) Clause 2-60, "Stop-Work Order;"
- (45) Clause 2-55, "Privacy or Security Safeguards."